



Documentary Stamps are figured on the amount financed: \$17,062.84

# MORTGAGE

BOOK 1595 PAGE 306

THIS MORTGAGE is made this 11th day of January 1983 between the Mortgagor, John M. & Mary Jane Mott (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Three Thousand Two Hundred Sixty Seven and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 11th, 1983 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on March 15th, 1993

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or unit, situate lying and being in the State of South Carolina, County of Greenville, being known and designated at Unit No. 17-C of Sugar Creek Villas Horizontal Property Regime, as is more fully described in Declaration (Master Deed) dated September 15, 1980, and recorded in the RMC Office for Greenville County on September 15, 1980, in Deed Book 1133 at Pages 365-436, inclusive, and survey and plat plan recorded in the RMC Office for Greenville County, in Plat Book 7-X at Page 40, as amended by First Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime, dated February 25, 1981, and recorded in the RMC Office for Greenville County on February 26, 1981, in Deed Book 1143 at Pages 305 through 319, inclusive, Said Amended Plat is recorded in Plat Book 7-X at Page 79,

This is a portion of the property conveyed to the Grantor herein by deed of Trendsetter Development Company, Inc., dated February 26, 1981, recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1143 at Page 300, on February 26, 1981, and by Correction Deed dated February 26, 1981, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1144 at Page 128, on March 11, 1981.

This conveyance is made subject to all restrictions and easements as set out in the Declaration (Master Deed) Exhibits and Appendices attached thereto, recorded plats, or as may appear on the premises.

Grantor to pay 1981 Greenville County Taxes.

This is the same property conveyed by deed of Cothran and Darby Builders Inc. dated July 31, 1981 and recorded July 31, 1981, in the RMC Office for Greenville County in Volume 1152 at page 730.

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which has the address of 17C Sugar Creek Villas Greer, South Carolina 29651 (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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